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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DHL GLOBAL FORWARDING
(THAILAND) LIMITED; DHL GLOBAL
FORWARDING; DSV AIR & SEA LTD.;
DSV AIR & SEA INC. d/b/a DSV OCEAN
TRANSPORT and PYRAMID LINES LTD.,

Case No.: 1:21-cv-10598

COMPLAINT

Plaintiffs,

vs.

VANGUARD LOGISTICS SERVICES
(HONG KONG) LTD. and VANGUARD
LOGISTICS SERVICES,

Defendants.

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Plaintiffs, by and through their attorneys, Brown Gavalas & Fromm LLP, as and for their
Complaint against the above-named Defendants, allege upon information and belief, as follows:

1. This is an action arising out of a breach of maritime contracts for the carriage of
goods by sea to a port in the United States from a foreign port and therefore falls within this
Court's admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333. The claims asserted
in this Complaint are maritime claims within the meaning of Rule 9(h) of the Federal Rules of
Civil Procedure.

2. At and during all times hereinafter mentioned, Plaintiffs were and now are
corporations and other legal entities duly formed and existing under the laws of a state of the
United States or of a foreign country as more fully described in Schedule A of this Complaint.

3. Plaintiffs are the shippers, consignees, owners or insurers, of certain cargo laden and transported aboard the ONE APUS (the "Vessel"), as further described in Schedule A of this Complaint, which cargo was lost, damaged or encumbered and/or otherwise suffered losses.

4. At all relevant time, Plaintiffs' cargo, as further described in Schedule A of this Complaint, was being transported aboard the Vessel, a 2019-built Japanese-flagged containership, IMO No. 9906079, that was employed in the common carriage of merchandise by water for hire.

5. At and during all times relevant hereto, defendant Vanguard Logistics Services (Hong Kong) Ltd., was an ocean transportation intermediary licensed by the Federal Maritime Commission as a non-vessel operating common carrier (OTI 019927), organized and existing by virtue of foreign law, with an office and principal place of business at 812 Silvercord Tower, 30 Canton Road, Tsimshatsui, Kowloon, Hong Kong.

6. At and during all times relevant hereto, defendant Vanguard Logistics Services was an ocean transportation intermediary licensed by the Federal Maritime Commission as a non-vessel operating common carrier organized and existing by virtue of the laws of a state of the United States or foreign law, with an office and place of business at 5000 Airport Plaza Drive, Long Beach, California 90815. Vanguard Logistics Services (Hong Kong) Ltd. and Vanguard Logistics Services are hereinafter collectively referred to as Vanguard.

7. At all times material to the allegations set forth in this Complaint, Vanguard has consented to jurisdiction in the State of New York as Vanguard's bill of lading terms require all claims against Vanguard to be filed in the United States District Court for the Southern District of New York to the exclusion of any other jurisdiction.

8. Venue is proper in the United States District Court for the Southern District of New York as Vanguard is subject to personal jurisdiction in this District with respect to this action.

10. On or about November 30, 2020, while in-transit from Yantian, China to Long Beach, California, the Vessel suffered a massive container stack collapse resulting in approximately 2000 containers lost overboard with many additional containers that remained on board damaged (the "Casualty").

11. On or about the dates and at the ports of loading described in Schedule A of this Complaint, Plaintiffs shipped and delivered to Vanguard, as common carrier, the shipments described in Schedule A of this Complaint.

12. At the time the shipments described in Schedule A of this Complaint were delivered to Vanguard, said shipments were in good order and condition, and accepted by Vanguard in consideration for certain agreed freight. Vanguard agreed to transport and carry said shipments aboard the Vessel to certain ports of discharge and places of delivery and to deliver said shipments in like good order and condition as when received by Vanguard.

13. After receiving Plaintiffs' shipments at the ports of loading, Vanguard or its agent issued certain bills of lading to Plaintiffs evidencing the shipments described in Schedule A of this Complaint.

14. Vanguard, among other obligations and duties, had an obligation and duty to deliver the shipments described in Schedule A of this Complaint in good order and condition to the ports of discharge and places of delivery stated in Schedule A.

15. As a result of the Casualty, Plaintiffs' shipments were, on information and belief, lost at sea, severely damaged or were never delivered in breach of Vanguard's obligations and duties as a common carrier of goods by sea for hire and/or in breach of the contracts of carriage.

16. Under the Carriage of Goods by Sea Act ("COGSA"), 46 U.S.C. § 30701 *et seq.* and the contracts of carriage, Vanguard is liable for the loss, damage and non-delivery of the shipments described in Schedule A of this Complaint.

17. By reason of the premises, Plaintiffs have sustained damages, as nearly as the same can now be estimated, no part of which has been paid by Vanguard, in the amount of at least \$ 310,000.00.

WHEREFORE, Plaintiffs pray:

1. That process in due form of law according to the practice of this Court may issue against Vanguard.
2. That judgment be entered against Vanguard in the amount of Plaintiffs' damages, together with interest and costs.
3. For such other and further relief as the Court deems just and proper under the circumstances.

Dated: New York, New York
December 10, 2021,

BROWN GAVALAS & FROMM LLP

/s/ Peter Skoufalos
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Attorneys for Plaintiffs

SCHEDULE A

Plaintiffs' Legal Status and Offices and Places of Business:

Plaintiff DHL GLOBAL FORWARDING (THAILAND) LIMITED was and is a business entity duly organized and existing under the laws of a foreign state with and office and place of business at 9G Tower North Wing, Rama 9 Road Khwaeng, Khet Huaykwang, Bangkok, Thailand.

Plaintiff DHL GLOBAL FORWARDING was and is a business entity duly organized and existing under the laws of a state of the United States or of a foreign state with and office and place of business at 1390 Don Haskins, El Paso, Texas 79936.

Plaintiff DSV AIR & SEA LTD. was and is a business entity duly organized and existing under the laws of a foreign state with and office and place of business at Vibulthani Tower 1, 3195/8 12 Rama IV Road, Klongon, Klongtoey, Bangkok, Thailand.

DSV AIR & SEA INC. d/b/a DSV OCEAN TRANSPORT was and is a business entity duly organized and existing under the laws of a of a state of the United States or of a foreign state with and office and place of business at 1300 Minters Chapel Road, Grapevine, Texas 76051.

Plaintiff PYRAMID LINES LTD. was and is a business entity duly organized and existing under the laws of a of a state of the United States or of a foreign state with and office and place of business care of Ceva Freight LLC, 10049 Harrison Road, Romulus, Michigan 48174.

Shipments:

DHL GLOBAL FORWARDING (THAILAND) LIMITED
DHL GLOBAL FORWARDING

Bills of Lading:

- (a) LCHPX142015V dated Nov. 10, 2020 issued at Bangkok, Thailand
Container HDMU6687025
- (b) LCHELP142073V dated Nov. 10, 2020 issued at Bangkok, Thailand
Container HDMU6878660

DSV AIR & SEA LTD.
DSV AIR & SEA INC. d/b/a DSV OCEAN TRANSPORT

Bills of Lading:

- (a) LCHLRD142062V dated Nov. 10, 2020 issued at Bangkok, Thailand
Container HDMU6687025

- (b) LCHLAX141878V dated Nov. 10, 2020 issued at Laem Chabang, Thailand
Container HDMU6687025

PYRAMID LINES LTD.

Bills of Lading:

- (a) SZPDET0866271V dated Nov. 19, 2020 issued at Shenzhen, China
Container TTNU8612227
- (b) SZPOAK0866230V dated Nov. 19, 2020 issued at Shenzhen, China
Container BMOU9403987
- (c) SZPCVG0865770V dated Nov. 19, 2020 issued at Shenzhen, China
Container TTNU8612227
- (d) LCHPELP151980V dated Nov. 10, 2020 issued at Bangkok, Thailand
Container DRYU9209165
- (e) LCHELPI41979V dated Nov. 10, 2020 issued at Bangkok, Thailand
Container DRYU9201965
- (f) LCHPHX142011 dated Nov. 10, 2020 issued at Bangkok, Thailand
Container DRYU9209165